



December 16, 2011

You are invited to review and respond to the First 5 California Request for Offer (RFO), entitled:

RFO NO. 2011-4784

**Information and Technology Consulting
Requirements Analysis and System Analysis Services**

To be considered for this RFO, the Offeror must hold a current Information Technology California Multiple Award Schedule (IT-CMAS) with the Department of General Services (DGS). The IT-CMAS Agreement number must begin with the number 3 (i.e., 3-XX-XX-XXXX). In submitting your offer, you must comply with the instructions found herein. Failure to comply with any of the requirements may result in rejection of your offer. It is recognized that time is of the essence. All Offerors are advised of the following schedule and will be expected to adhere to the required dates and times. All dates may be adjusted by the state as conditions indicate. The services required are delineated in the Statement of Work (SOW), Section II, of this document.

Release Date of RFO:	December 16, 2011
Questions Due Date:	December 21, 2011
Question Response Due Date:	December 27, 2011
Offers Due Date:	December 29, 2011, 12:00 p.m.
Interviews:	January 3, 2012
Award	January 5, 2012
Term:	January 9, 2012 through December 31, 2012
Cost:	Not to Exceed \$265,000.00 and Subject to IT-CMAS Limitations
Procurement Contact:	<div>Sofie Paredes, Contract Analyst First 5 California Phone: (916) 263-1019 / Fax : (916) 263-1360 E-mail: sparedes@ccfc.ca.gov</div> <div>Mailing and Physical Address: 2389 Gateway Oaks Drive, Suite 260 Sacramento, CA 95833</div>

To download a copy of the RFO package, access the First 5 California website at <http://www.ccfc.ca.gov/commission/funding.asp>. To obtain a print copy of the solicitation, contact the Procurement Official. **Note:** Potential offerors are responsible for checking the First 5 California website periodically for any addenda that may be issued.

SECTION I – OVERVIEW OF OFFER REQUIREMENTS

1. GENERAL INFORMATION

1.1 **Purpose**

The purpose of this RFO is to procure the services of two (2) business analysts/test support personnel with the knowledge, skills, ability, and experience to support the development and deployment of the Practice, Research & Outcomes 0- Five (PROOF) Project. The business analyst's primary duties include gathering and documenting business requirements, and analyzing business and workflow processes associated with the management of First 5 California programs. Additional duties include planning, user acceptance testing, writing test scripts, and execution of acceptance testing.

Note: The proposed offer must identify two (2) individuals to perform the work defined in this RFO.

The term for the contracted services shall be **January 9, 2012**, through **December 31, 2012**. The specific tasks and deliverables associated with this RFO are included in the SOW, Section II, of this document.

First 5 California expects a significant part of the work to be performed on site at the First 5 California facility in Sacramento, California. The selected vendor/contract staff will be responsible for any travel costs that may be associated with providing onsite services.

The SOW and the offer will be made a part of the resulting Agreement.

Issuance of this RFO in no way constitutes a commitment by the State of California to award an Agreement. The state reserves the right to reject any or all offers received if the state determines that it is in the state's best interest to do so. The state may reject any offer that is conditional or incomplete. Assumptions made by the Offeror in responding to this RFO do not obligate the state in any way. Additionally, assumptions may make the offer conditional and be cause for the offer to be rejected. Responses to this RFO will be assessed based on determining the "Best Value" and the selection, if made, will be to a single Offeror.

1.2 **Project Background**

The objective of the PROOF Project is to collect descriptive data, outcome data, and data produced through applied social research methods for county and state funded programs.

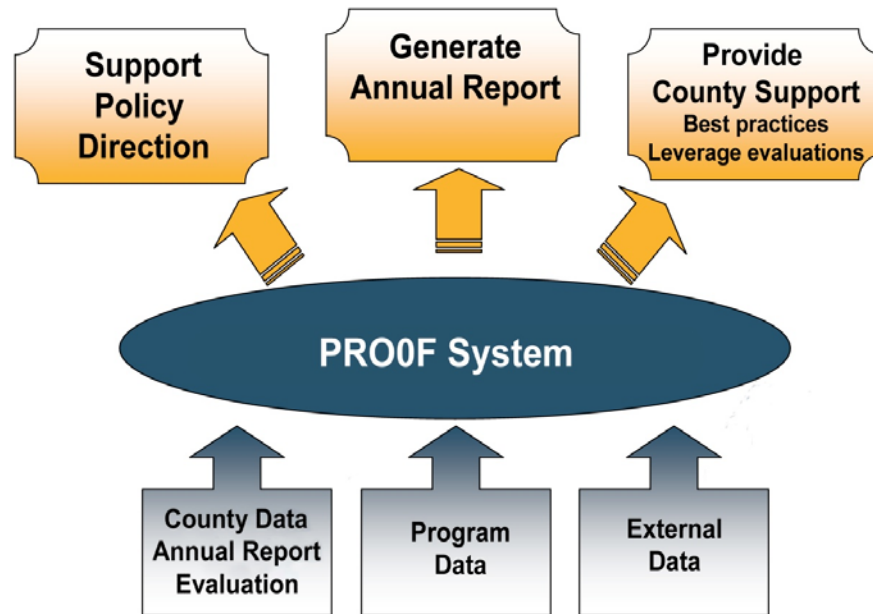
Proposition 10, the California Children and Families Act of 1998 (the Act), established First 5 California, also known as California Children and Families Commission, and 58 county commissions and the act provides funding to these organizations through a tobacco tax. Funding supports early childhood development programs for children and families with children ages 0 to 5.

The Act requires First 5 California to define desirable program results and to collect and analyze data measuring progress toward attaining those results. Specifically, Section 130105 of the *California Health and Safety Code* states that First 5 California must support:

Research and development of best practices and standards for all programs and services relating to early childhood development established pursuant to this Act, and for the assessment and quality evaluation of those programs and services.

PROOF Business Concept and Project Description

In 2005, First 5 California developed a Statewide Evaluation Framework to support the development, management, and implementation of its research and evaluation agenda. At the center of the framework is the objective to collect descriptive data, outcome data, and data produced through applied social research methods for county and state funded programs. In this effort, First 5 California recognized the need for a new automated system to support statewide policy direction, program and case management, program evaluation, the preparation of its Annual Report, and the dissemination of information (best practices, literature citations, county evaluations). The PROOF System will be the primary system that supports these core business functions; however, First 5 California recognizes that data also will come into the PROOF System via a limited number of other methods, including through a county's own established data collection system. The PROOF System will provide an electronic signature capability that enables entities to submit data electronically for such items as Funding Applications, Annual Report data, and Progress Reports. The PROOF System will be a resource for not only First 5 California and First 5 county commissions, but also for policymakers and the research community. Collectively, it is envisioned that the PROOF System will be used to impact policy and programs designed to improve the lives of children 0 to 5. As shown in the figure on the next page, the PROOF System will include three main types of data.



- **County Annual Report and Evaluation Data**

Counties will use their own data collection systems or access the PROOF System to submit data to First 5 California for the purpose of generating its Annual Report. Counties must also provide the state with county evaluations completed throughout the year, as well as planned evaluations.

- **Program Data**

First 5 California has several programs that provide financial support to achieve specific objectives and outcomes. First 5 California requires participating entities to submit financial, participation and evaluation data to First 5 California. This data will be housed in the PROOF System. Additionally, several counties will utilize the PROOF System for case management activities. Case management data for these counties will be saved within the PROOF System database.

- **External Data**

The PROOF System will serve as a central repository for external data that will include demographic (e.g., ethnic and economic breakdown of children 0 to 5 by county), health, child development, and family support information (e.g., information on all licensed day care facilities in the state by county).

The purpose of including this data in the PROOF System is to support two outputs central to the Evaluation Framework.

1. The PROOF System will provide information about county and First 5 California programs to support the statutorily mandated Annual Report.

2. The PROOF System will support First 5 California's policy decisions. Sound public policy is based on data that tells a story about how you can and why you should impact a population. Information will be extracted from the PROOF System to help tell the story of First 5 California successes and support First 5 California's policy direction.

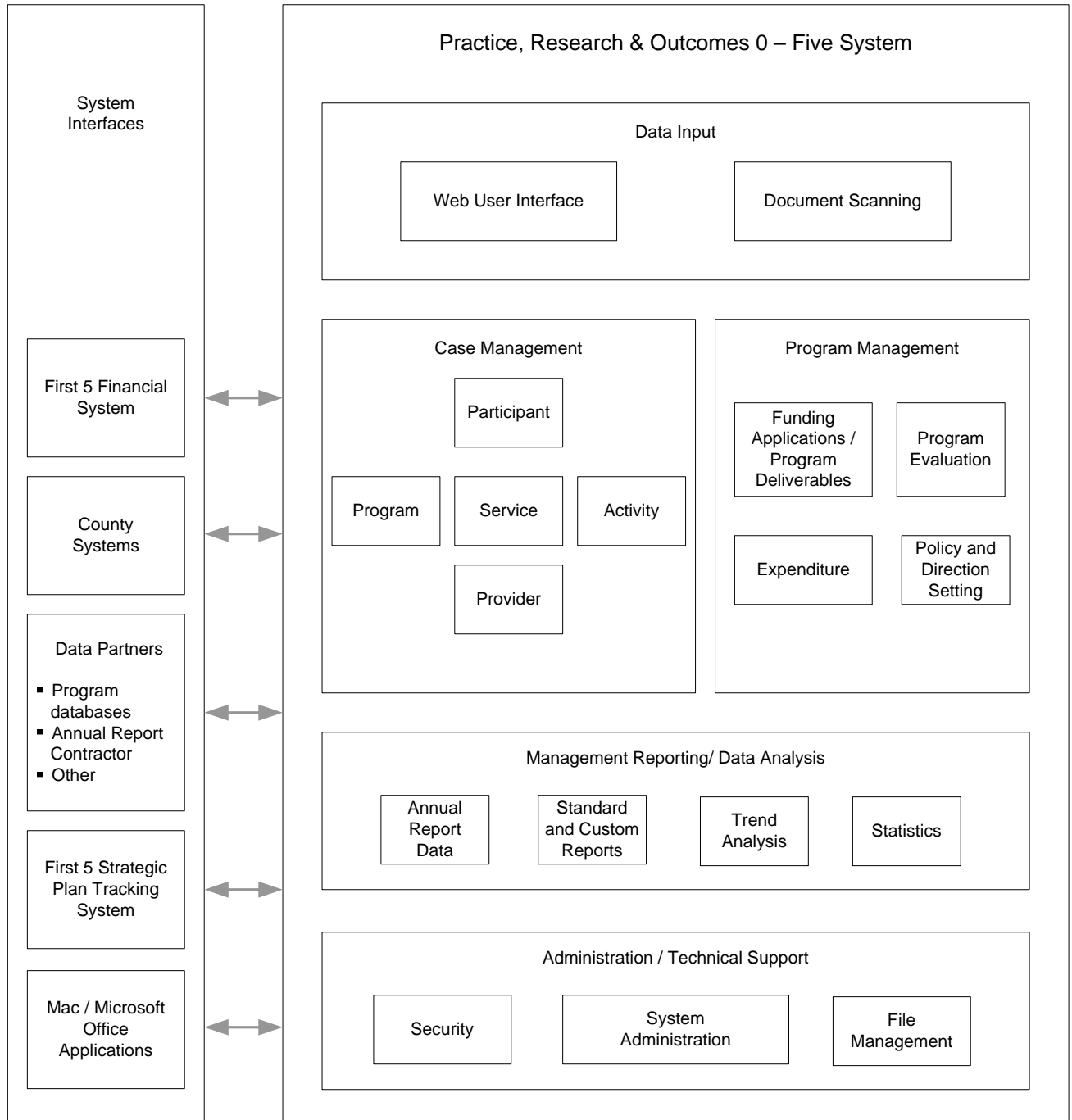
The fully implemented PROOF System will be a powerful tool that First 5 California can use to impact public policy to better the lives of children 0 to 5 and ensure they start school ready to achieve their greatest potential.

Counties may also use the PROOF System to support their case management needs at the local level. The PROOF System will capture and store data that is easy to access and centrally located to serve as a repository of early childhood information. First 5 California expects the PROOF System to benefit the State and counties by providing an effective and efficient method of capturing, tracking and reporting on its 'signature' programs and 'pilot' projects that are dedicated to improving the lives of California's young children and their families.

The figure on the following page illustrates the business functions that the PROOF System will support in the proposed environment and the types of information that will be captured by the solution.



PROOF Users



PROOF System Operational Overview

As illustrated in the chart above, the PROOF System will support the following functions:

PROOF Project Functionality

At a high level, the project functionality will support the following functions:

Data Input – PROOF System users will add data to the system via a Web user interface, file upload or document scanning. The PROOF System will provide functionality for system users with the appropriate rights to link uploaded files and scanned documents to the applicable county, program, case, etc. System users will have the ability to view and print these files and documents from within the system, and may replace them as applicable. Should files or scanned documents be replaced the PROOF System will archive the historical documents as required by First 5 California.

Case Management – Counties that do not have their own systems may use the PROOF System to track data specific to participants, programs, services, activities and service providers. They will be able to report on a range of information captured in the system, such as identifying participant demographics and the number of participants served by a specific program. Users will have the ability to track participants by various fields, such as by program or by service. The case management component will also capture detailed activity information for reporting purposes. For those counties utilizing the system to capture case management activities, annual report data required by the state should be derivable from data stored in the system database with minimal effort.

Program Management – First 5 California will have access to information in the PROOF System that will allow it to more effectively track and evaluate First 5 programs. Evaluation results will subsequently guide First 5 California's efforts to develop policy and create strategies in order to achieve its long-term vision.

- Funding Applications / Program Deliverables: Entities will submit online funding applications to First 5 California for one or more programs. State and participating entities will be able to track the status of funding applications and contracts. First 5 California also will track and review program deliverables and other required reports such as progress reports and application amendments to ensure they are compliant with specific conditions.
- Revenue and Expenditure Tracking: Entities will submit program-related revenue and expenditure information that will allow First 5 California to evaluate its programs and identify the amount of funding that was committed to each program objective. The PROOF System will capture revenues and expenditures and will monitor matching requirements to help First 5 California monitor whether participating entities are meeting the necessary financial obligations to continue to receive funding.
- Program Evaluation: First 5 California will specify program goals, capture actual program numbers, and report results. It will evaluate progress toward a program output or outcome. Using both expenditure data and program evaluation data, First 5 California will be able to evaluate the overall impact and return on investment of its programs.

- **Policy and Direction Setting:** Based on expenditure analyses and program evaluations, First 5 California will be able to identify which programs are attaining or surpassing their goals, and which are not achieving results as anticipated. Using this information, First 5 California may modify its policies and adjust its direction to ensure that its programs contribute to its mission, goals and objectives.

Management Reporting and Data Analysis – This component provides PROOF System users (state, county, service providers, contractors) with a variety of standard and parameter driven reports, trend analysis and statistical data. First 5 California will use PROOF System data to communicate effectively with governing entities, its stakeholders and the public about its program outcomes and results.

The PROOF System will provide the ability to easily acquire, format, analyze and publish standardized and consistent information required for the state Annual Report. County commissions will use a limited number of methods, including their own data collection systems and the PROOF System, to submit annual report information requested by First 5 California. Once county data is received, the PROOF System will generate the necessary reports that will then enable the Annual Report contractor to draft the Annual Report that is published each January.

Administration / Technical Support – This component provides First 5 California staff with data management, data security, and file management of all data and transactions. Included are functions such as user support, data validation, system administration, user authentication, backup and recovery, and archiving.

System Interfaces – In addition to receiving data via the Internet, the PROOF System will also interface with the following systems:

- First 5 California's Financial System – for the exchange of program contract allocation, revenue and expenditure information.
- County Systems – for counties that use county systems for case management activities, system interaction will be necessary for submission of Annual Report data.
- Microsoft Office Suite – used by the state and counties to manipulate data exported from the PROOF System.
- Statistical Analysis Software (SAS) and Statistical Package for the Social Sciences (SPSS) – data will be exported to these software tools for research and analysis.

The contractor has been selected and contract executed for the PROOF Project. The project commenced in August 2010. The contractor has provided ExtraView, a Commercial-Off-the-Shelf (COTS) solution. The contractor's proposal can be viewed at <http://www.ccfc.ca.gov/evaluation/reference.asp>.

First 5 California is the PROOF Project Sponsor and provides direction and oversight on program, policy, independent verification and validation, and independent project oversight reporting. First 5 California is responsible for the project management,

contract management, and implementation activities of the PROOF Project. The PROOF Project organization includes state and consultant staff under the direction of the State Deputy Director of the Results and Evaluation Division.

The scope of this Agreement encompasses activities through the full implementation period (through December 2012).

1.3 Conflict of Interest and Follow-on Contracts Advisement

All Offerors are reminded that it is their responsibility to ensure compliance with the IT-CMAS Terms and Conditions that apply to Conflict of Interest and Follow-on Contracts before submitting an offer.

2. CONTRACTOR QUESTIONS

Offerors shall notify the First 5 California immediately if clarification is needed regarding the RFO. Offerors shall submit their inquiry in writing and transmit it to First 5 California as instructed below. Offerors that fail to report a known or suspected problem with the RFO or fail to seek clarification and/or correction of the RFO shall submit an offer at their own risk.

2.1 What to Include in an Inquiry

- 2.1.1 Offeror name, name of firm, telephone number, fax number, e-mail address, and RFO number.
- 2.1.2 A description of the subject or issue in question or discrepancy found.
- 2.1.3 RFO section, page number or other information useful in identifying the specific problem or issue in question.
- 2.1.4 Remedy sought, if any.

2.2 Question Submission

First 5 California will accept e-mail or faxed inquiries only. These must be addressed to the First 5 California contact e-mail address or fax number listed on the RFO cover and received no later than the Question Due Date indicated in the RFO. At its discretion, First 5 California may contact an inquirer to seek clarification of any inquiry received.

3. OFFER REQUIREMENTS OVERVIEW

3.1 Offer Requirements

Offer requirements are contained in the following areas that are described in detail in subsequent sections of this document:

- Administrative Requirements
- Mandatory Staffing Requirements

- Staff References
- Costs
- Interviews

To assist Offerors, a checklist of required submission materials is provided in Attachment I–A, Offeror Checklist.

3.2 Proprietary Information

Any documentation submitted which has been marked “Confidential” or “Proprietary” will not be accepted. All documents submitted in response to this RFO will become the property of the State of California and are subject to the public records under the California Public Records Act, Government Code 6250 et seq. and subject to review or release to the public.

4. OFFER REQUIREMENTS DETAIL

Offers must contain all information required in this RFO and must conform to the format described.

4.1 Administrative Requirements

- 4.1.1 Offerors shall respond to this RFO within the timelines specified on the RFO cover page.
- 4.1.2 Offerors shall submit to the Procurement Contact listed in this RFO:
 - One (1) hard copy of the response marked “Master,”
 - Two (2) additional hard copies of the response, and
 - One (1) electronic copy of the response on a compact disk (CD) or digital video disk (DVD) that contains a complete PDF (portable document format) copy of their Master hard copy offer.
- 4.1.3 Offerors shall ensure their offer includes all applicable attachments as described in Section I, Attachment I-A, Offeror Checklist.
- 4.1.4 Offerors shall include one complete, **signed** copy of their current IT-CMAS Agreement and all supplements issued by the DGS. The CMAS Agreement must begin with the number 3, (i.e., 3-XX-XX-XXXX) to indicate it is an IT-CMAS Agreement.
- 4.1.5 Offerors shall include a copy of their current federal General Services Administration (GSA) Agreement pricing pages applicable to the Offeror’s IT-CMAS or CMAS Attachment C, which includes the personnel classifications, hourly rates, and minimum qualifications.
- 4.1.6 Offerors shall include the Small Business Preference (SB) and/or the Disabled Veteran Business Enterprise Participation Program (DVBE) certifications from the DGS (if applicable).

- 4.1.7 Offerors shall include a cover letter signed by a person authorized to bind the company.
- 4.1.8 Offerors shall include a copy of their Secretary of State Certification to do business in the State of California.
- 4.1.9 Offerors shall include a Certificate of Liability Insurance equal to or greater than \$1,000,000.
- 4.1.10 Offerors shall include proof of Workers' Compensation Liability Insurance.
- 4.1.11 Offerors shall include a signed Payee Data Record form STD. 204 available at: www.documents.dgs.ca.gov/osp/pdf/std204.pdf

4.2 Mandatory Staffing Qualifications

4.2.1 Mandatory Staffing Qualifications

- 4.2.1.1 Offerors shall complete and submit the Staffing Plan Detail Table clearly showing the hourly rate, IT-CMAS Personnel Classification, and total hours proposed.
 - Requirement described in Section II, Subsection 8, Contractor Personnel
 - Form located in Section II, Attachment II–A, Staffing Plan Detail Table

Offerors shall complete and submit Attachment 1-B, Resource Cross Reference Table that verifies the proposed individual meets each required qualification and provide a contact name and phone number to verify each. The Resource Cross Reference Table must clearly describe the specific experience, how that experience meets the qualification, and clearly indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted. (See example on next page.) If a proposed staff member shows that he/she is working more than one engagement during the same time period, the appropriate full-time equivalent for each engagement (FTE) must be denoted. For example, if a staff member shows two jobs for a six-month period, his/her FTE allocation must be shown as, for example, 0.4 FTE (40 percent) for one job and 0.6 FTE (60 percent) for the second job. No more than one FTE can be ascribed to any specific day or group of days.

- Requirement described in Section II, Subsection 8, Contractor Personnel
- Form located in Section I, Attachment I-B

Example of a Cross Reference Table:

	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
1.	At least two (2) years full time equivalent experience developing blue widgets for an information technology (IT) project over \$2 million.	a. 1/2000 thru 6/2000 b. 7/2000 thru 12/2001	a. From 1/2000 thru 6/2000, Mr. Smith worked for Company ABC on the XYZ IT project. He managed a team of 20 people and was a developer for blue widgets. As a developer for blue widgets, Mr. Smith did ... The XYZ IT project was valued at over \$2 million. b. From 7/2000 thru 12/2001, Mr. Smith worked for Company DEF on the QRS IT project, etc.	a. Jane Doe, Company ABC, Phone Number: (000) 555-5555. b. John Doe, Company DEF, Phone Number: (111) 666-6666.

4.2.1.2 Offerors shall submit résumés for all proposed staff. Offerors shall ensure résumés *clearly* demonstrate the specific experience and employment time frames required. In the event of a conflict between the information on the résumé and the Resource Cross Reference Table(s), the information contained on the Resource Cross Reference Table(s) takes precedence.

4.3 Staff References

- 4.3.1 Offerors shall provide three (3) different staff references for each proposed staff person by completing the Staff Reference Forms for three (3) recent projects completed in the last 36 months for the proposed individual. **Offerors shall complete only Section I of the form.** No Contact Name may be used more than once for the three (3) reference forms provided for each individual.
- 4.3.2 Staff references must be someone who either managed and/or supervised the proposed individual's work products or who had oversight responsibility for the staff member's performance on that project. The staff references cannot be current employees of the Offeror's own company. References must be able to provide an objective assessment of staff member's performance. (Form located in Section I – Attachment I-C, Staff Reference Form).

4.4 Cost

Offerors shall complete the Staffing Plan Detail Table. The Cost Table Form and instructions are located in Section II, Attachment II-A.

4.5 Interviews

Offeror interviews may be conducted for this procurement. First 5 California will consider only offerors that meet all application submission requirements for interviews. Further, only the top 2-3 Offerors that submit an application that could offer a Best Value proposal may be considered for an interview. However, if the results of the interview would not change the determination of Best Value, the state may, at its option, elect not to conduct interviews.

Interview questions may include the following:

- 4.5.1 The Offeror's understanding of the scope of work, emphasizing its understanding of First 5 California's Project objectives and the major testing and acceptance activities that must be performed to complete the work, including examples from previous projects that validate the ability to perform the work.
- 4.5.2 The Offeror's activities that will be performed to complete the required work.
- 4.5.3 The Offeror's expectations for project members and stakeholders outside its own team.
- 4.5.4 The Offeror's staff qualifications and abilities.
- 4.5.5 Offer will discuss previously completed projects that validate their ability and knowledge to perform the SOW.
- 4.5.6 The proposed individual who would be performing the work may conduct a presentation that details their expertise and experience in the area required to complete the SOW as well as relaying past experience successfully performing similar tasks.
- 4.5.7 The Offeror will explain its familiarity with First 5 California and the PROOF Project.
- 4.5.8 The Offeror will discuss its experience being part of a Project Team and performing work of a business analyst.
- 4.5.9 The Offeror will explain its experience in writing and executing acceptance testing.
- 4.5.10 Other questions related to the specifics of the offer.

4.6 Award

- 4.6.1 The award shall be made to the Offeror offering the "best value" to the state.
- 4.6.2 Award, if made, will be to a single vendor.
- 4.6.3 After the award is made, the selected vendor is required to attend an orientation workshop at First 5 California upon execution of the purchase order. The orientation maybe conducted at First 5 California headquarters, or by teleconference at the discretion of First 5 California.

ATTACHMENT I–A

Offeror Checklist

Ensure the following items are included with your offer:

Item/Requirement		Is Provided
1.	Submitted offer contains one (1) hard copy marked “Master”, two (2) additional hard copies, and one (1) complete electronic copy of the “Master” in PDF.	<input type="checkbox"/>
2.	A copy of Offeror’s current IT-CMAS Agreement and all supplements issued by the DGS. The CMAS Agreement number applicable to this project must begin with the number 3, (i.e., 3-XX-XX-XXXX).	<input type="checkbox"/>
3.	A copy of the Offeror’s current federal GSA Agreement pricing pages applicable to the Offeror’s IT-CMAS or CMAS Attachment C, which includes personnel classifications, hourly rates, and minimum qualifications.	<input type="checkbox"/>
4.	A copy of Offeror’s current Small Business and/or Disabled Veterans Business Enterprise certifications from the DGS is included, if applicable.	<input type="checkbox"/>
5.	Cover letter is submitted and signed by a person authorized to contractually bind the Offeror’s company.	<input type="checkbox"/>
6.	A copy of the Secretary of State Certification.	<input type="checkbox"/>
7.	A copy of the Certificate of Liability Insurance equal to or greater than \$1,000,000.	<input type="checkbox"/>
8.	Proof of Workers Compensation Liability Insurance.	<input type="checkbox"/>
9.	Signed Payee Data Record form STD. 204.	<input type="checkbox"/>
10.	Signed Contractor Certification Clauses (CCC 307).	<input type="checkbox"/>
11.	Completed Resource Cross Reference Table is completed and included on Attachment I-B.	<input type="checkbox"/>
12.	Proposed staff résumé(s).	<input type="checkbox"/>
13.	Subcontractor information is provided, if applicable.	<input type="checkbox"/>
14.	Three (3) Staff References Forms are supplied on Attachment I–C. <i>(No contact name may be used more than once within the three (3) references provided.)</i>	<input type="checkbox"/>
15.	Completed Staffing Plan Detail Table is completed and included on Attachment II–A.	<input type="checkbox"/>

ATTACHMENT I-B

Resource Cross Reference Table

Offeror Name: _____ **Proposed Staff Name:** _____

Offerors shall complete and submit the Resource Cross Reference Table that verifies the proposed individual meets each required qualification and provide a contact name and phone number to verify each. The Resource Cross Reference Table must clearly describe the specific experience, how that experience meets the qualification, and clearly indicate the start (month/year), end (month/year), and duration (total number of years and months) for each job experience submitted. If a proposed staff member shows that he/she is working more than one engagement during the same time period, the appropriate full-time equivalent for each engagement (FTE) must be denoted. For example, if a staff member shows two jobs for a six-month period, his/her FTE allocation must be shown as, for example, 0.4 FTE (40 percent) for one job and 0.6 FTE (60 percent) for the second job. No more than one FTE can be assigned to any specific day or group of days. **All experience represented in this table must be within the last (10) years.**

	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
1.	At least five (5) years full-time equivalent (FTE) experience performing work on data processing related projects.			
2.	At least three (3) years FTE systems analysis experience in application development or maintenance of data processing systems.			

	Mandatory Staffing Qualifications	TOTAL DURATION (Include month/year start and end dates)	Description of Specific Experience	Reference Contact (Name, Company Name, and Phone Number)
3.	At least three (3) years FTE experience with testing data processing systems either as lead or that of journey level position.			
4.	Possession of an IT career certification that acknowledges skills and competency in the area of specialization. This position requires the possession of a Bachelor's Degree or equivalent university degree in management information systems or computer science. A combination of education credits and experience may be used to satisfy competency for position of business analyst/ test support.			

ATTACHMENT I-C

Staff Reference Form

Offerors shall provide three (3) different staff references for the proposed staff person by completing the Staff Reference Forms. Offerors shall complete **only** Section I of the form. No contact name may be used more than once for the three (3) reference forms provided for each individual. Staff references must be someone who either managed and/or supervised the proposed individual's work products or who had oversight responsibility for the staff member's performance on that project. The staff references cannot be current employees of the Offeror's own company. References must be able to provide an objective assessment of staff member's performance.

Offeror Name: _____

Proposed Staff Name: _____

Section I. To be completed by the Offeror.

A. Name of Reference:		_____
Title:	_____	
Telephone:	_____	
Email:	_____	
Agency/Company Name:	_____	
Project Name:	_____	
Approximate Project Value:	_____ \$	
Engagement Begin/End Dates:	From: _____	To: _____
If the original Agreement was extended beyond the planned end date, briefly describe the reason(s) for extensions. _____		

B. Briefly describe the services provided by this proposed staff under this Agreement. (Expand as needed.)

SECTION II – STATEMENT OF WORK

STATEMENT OF WORK

PRACTICE, RESEARCH & OUTCOMES 0- FIVE (PROOF) PROJECT

Information and Technology Consulting Requirements Analysis and System Analysis Services

This Statement of Work (SOW) reflects the services to be provided by <Vendor Name>, hereinafter referred to as the “Vendor,” for First 5 California. This SOW is governed by and incorporates by reference the terms and conditions of the California Multiple Award Schedule (CMAS) <CMAS #>.

The purpose of this Purchase Order is to procure the services of two (2) business analysts/test support personnel with the knowledge, skills, ability, and experience to support the development and deployment of the Practice, Research & Outcomes 0- Five (PROOF) Project. The specific tasks and deliverables associated with this RFO are included in this SOW in sections 6 of this document.

1. TERM

The term of this agreement is **January 9, 2012**, or the date the purchase order is signed and executed by First 5 California’s authorized representative, through **December 31, 2012**.

The Vendor shall not be authorized to deliver or commence performance of services as described in the purchase order until written approval has been obtained from all entities. Any delivery or performance of service commenced prior to the Vendor obtaining all written approvals shall be considered voluntary on the part of the Contractor.

2. OPTION TO EXTEND TERM

If the identified deliverables (or services) included in the executed Purchase Order are not completed within the original period of performance, First 5 California may extend the term of this Agreement for time and money at the originally agreed-upon hourly rates up to the maximum amount allowed through the Contractor’s approved CMAS maximum order limits for this procurement type.

3. WORK LOCATION

The Vendor is required to perform significant services under this purchase order on-site at the First 5 California facility unless an alternate location is approved by the First 5 California Contract Manager.

4. COST

The total cost of this Purchase Order cannot exceed \$265,000.00 without State Commission approval, and is subject to the limitations of the IT-CMAS and includes the following:

<Offeror Completed Cost Tables Will Be Inserted At Time of Award>

The dollars associated with each fiscal year above are approximate and may be redirected between fiscal years upon agreement between the Vendor and the state. No Agreement amendment is necessary.

5. SCOPE OF SERVICES

The objective of the PROOF Project is to collect descriptive data, outcome data, and data produced through applied social research methods for county and state funded programs. The services of two (2) business analysts/test support personnel shall support the development and deployment of the PROOF Project.

The Vendor shall ensure that all affected parties understand their roles and responsibilities for the project. The Vendor will also ensure all implementation activities are coordinated and performed.

6. TASKS

During the performance of this contract, the Vendor shall provide the following tasks:

Task 1: Perform business analysis in accordance with PROOF Project Management Plan and Schedule.

Task 2: Interview Subject Matter Experts and other Stakeholders to understand business processes and document related business requirements for the PROOF system.

Task 3: Plan and write test scripts in accordance with PROOF Project Management Plan.

Task 4: Assist with execution of test scripts and documentation of actual results.

Task 5: Provide timely review of deliverables within due dates as set forth by the First 5 California Contractor Manager.

Task 6: Prepare documents as required to support the PROOF Project.

Task 7: Adhere to timelines and due dates of the PROOF Project as set forth in its Project Schedule.

Task 8: Perform additional business analysis duties as needed in accordance with the PROOF Project Management Plan.

Task 9: Work with the First 5 California Contract Manager to establish a work schedule that will best maximize business analyst's contracted hours.

7. CONTRACTOR PERSONNEL

The Staffing Plan Detail Table (Attachment II–A), Resource Cross Reference Table (Attachment I–B) and staff résumés submitted with the initial offer will be used to validate proposed staff experience meeting the Mandatory Staffing Qualifications as listed below. These forms and résumés must clearly demonstrate that the Mandatory Staffing Qualifications described in this SOW are met. The proposed staff must meet all Mandatory Staffing Qualifications.

7.1 Mandatory Staffing Qualifications

The Vendor must offer experienced personnel that meet the Mandatory Staffing Qualifications as follows:

- 7.1.1 At least five (5) years full-time equivalent (FTE) experience performing work on data processing related projects.
- 7.1.2 At least three (3) years FTE systems analysis experience in application development or maintenance of data processing systems.
- 7.1.3 At least three (3) years FTE experience with testing data processing systems either as lead or that of journey level position.
- 7.1.4 Possession of an IT career certification that acknowledges skills and competency in the area of specialization. This position requires the possession of a Bachelor's Degree or equivalent university degree in management information systems or computer science. A combination of education credits and experience may be used to satisfy competency for position of business analyst/ test support.

7.2 Personnel and Rates

The identified individual will perform the tasks described in this SOW at the rates indicated on Attachment II-A. The Vendor shall identify its staff by name, IT-CMAS personnel classification, and hourly rate.

Given the size, scope, and complexity of this project, it is of utmost importance that the individual identified in this SOW has adequate hours to work effectively on this project. The Vendor shall be responsible for monitoring the monthly hours billed to ensure the individual(s) effectively meet the needs of the SOW.

Changes in cost estimates that do not alter the total cost of this SOW will be conveyed to First 5 California via an update to the Project Management Plan. The rationale for the change will be included. The First 5 California Contract Manager must approve any change to the cost estimates in writing.

7.3 Subcontractors

If the Vendor plans to use one or more subcontractors, it must submit the name(s) of the proposed subcontractor(s), the name of the subcontracting firm, and the firm's contact person and address.

When a subcontractor ultimately performs all of the services that a vendor has agreed to provide and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a commercially useful function. It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs. Vendor may not subcontract 100 percent of the tasks for this project.

7.4 Reassignment of Personnel

The Vendor shall not reassign personnel assigned to the contract during the term of the Purchase Order without prior written approval of the state. If a Vendor employee is unable to perform duties due to illness, resignation, or other factors beyond the Vendor's control, the Vendor shall make every reasonable effort to provide suitable substitute personnel.

All substitute personnel shall meet all IT-CMAS requirements and the Mandatory Staffing Qualifications listed in Subsection 7.1. The Vendor shall submit a résumé for the proposed replacement staff, a revised Resource Cross Reference Table and signed and completed "Substitute Contractor Personnel Request Form" for approval by the state. Substitute personnel must be approved in writing prior to substitute personnel beginning work.

Substitute personnel shall not automatically receive the hourly rate of the individual or position being replaced. The First 5 California and the Vendor shall negotiate the hourly rate of any substitute personnel to the contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute personnel. The negotiated rate cannot exceed the hourly rate stated in the Purchase Order.

8. PAYMENTS AND INVOICING

Payment for services performed under this Purchase Order shall be made in accordance with the State of California's Prompt Payment Act (Government Code §927 et seq.).

8.1 Submission of Invoices

All invoices must be submitted in duplicate, approved by the Vendor and include the following:

- Bill To name and address
- Pay To name and address
- Purchase Order Number (CFF 4784)
- Invoice number
- Date of invoice
- Period the invoice covers
- Signatures for the authorized person, both written and printed
- Project name and program name
- Overview page with what is included in the invoice (summary)
- *I hereby certify as follows:* "That I am duly appointed, qualified and acting officer of the herein named organization; that the within claim is in all respects true, correct, and in accordance with law; and that the services and procedures mentioned herein were actually rendered and products delivered to First 5 California in accordance with the contract and law."

Invoices shall be submitted no more frequently than monthly in arrears to:

First 5 California
Attention: Accounting Services
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833

If the First 5 California Contract Manager does not accept the identified task(s)/services in the SOW, payment shall be withheld and the Vendor will be notified. The Vendor must take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to

the First 5 California Contract Manager that the Vendor has successfully completed the scheduled work for each task/service before payment is made.

8.2 INVOICE DISPUTE

If an invoice is disputed, the Vendor will be notified within fifteen (15) working days of receipt of the invoice. The Vendor will be informed of the reason for the dispute and the disposition of the invoice. If the invoice is corrected, notification will be verbal and will not stop the payment process. However, if the invoice is unacceptable and cannot be processed, then the issuance of a written dispute will stop the clock for prompt payment, and processing will not be restarted until the corrected invoice is returned to First 5 California.

8.3 OVERPAYMENT CLAUSE

If it is determined that an overpayment has been made to the Vendor, First 5 California will seek recovery immediately upon discovery of overpayment by (a) written request to the Vendor for a refund of the overpayment amount within thirty (30) calendar days after receipt of notice; or (b) offset subsequent Vendor payments by the amount of the overpayment if Vendor repayment is not received within thirty (30) calendar days from the notice.

8.4 BUDGET CONTINGENCY CLAUSE

8.4.1 This Purchase Order is valid and enforceable only if sufficient funds are available in the appropriate account of the California Children and Families Trust Fund with which to carry out the purposes of this contract. In addition, this Purchase Order is subject to any additional restrictions, limitations, or conditions enacted by the Legislature, or any statute enacted by the Legislature, that may affect the provisions, terms or funding of this Purchase Order in any manner.

8.4.2 Vendor understands and agrees that this Purchase Order is subject to the condition that sufficient funds are available in the appropriate account of the California Children and Family Trust Fund. If sufficient funds are not available in the appropriate account of the California Children and Families Trust Fund due to a decrease in projected tax revenue collected pursuant to Revenue and Taxation Code, Section 30131.2, this Purchase Order shall be invalid and of no further force and effect. In this event, the State of California and/or First 5 California shall have no liability to pay any funds whatsoever to the Vendor, or to furnish any other considerations

under this Purchase Order and the Vendor shall not be obligated to perform any provisions of this Purchase Order.

9. POINTS OF CONTACT

Vendor Project Representative:

Name and Title:	
Address:	
Phone No:	
Fax No:	
E-mail:	

First 5 California Contract Manager:

Name and Title:	Marsha Jones, Chief Deputy Director
Address:	2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833
Phone No:	(916) 263-1189
Fax No.:	(916) 263-1360
E-mail:	mjones@ccfc.ca.gov

First 5 California Contract Coordinator:

Name and Title:	Peggy Denton, Associate Governmental Program Analyst
Address:	2389 Gateway Oaks Drive, Suite 260, Sacramento, CA 95833
Phone No:	(916) 263-8809
Fax No:	(916) 263-1360
E-mail:	pdenton@ccfc.ca.gov

10. FIRST 5 CALIFORNIA FURNISHED ITEMS

The following items shall be provided by First 5 California to support this effort:

- Office space for the duration of the contract, including: desk, chair, telephone, personal computer, printer access, Internet connection, Microsoft Office, and technical support for adding contractor-owned software required for completion of this SOW.
- Project materials necessary to complete the services identified in the SOW.

All policies and procedures regarding access to and the use of the state facilities are applicable.

11. RESPONSIBILITIES OF PARTIES

The following section describes specific responsibilities of the Vendor and First 5 California.

11.1 Vendor Responsibilities

- 11.1.1 The Vendor shall comply with all applicable First 5 California policies, procedures and templates provided by First 5 California.
- 11.1.2 All vendor-owned or managed laptops used for the project shall be encrypted using commercial third-party encryption software. The encryption software shall meet the National Institute of Standards and Technology Advanced Encryption Standard.
- 11.1.3 If Vendor use of removable media storage devices (i.e. Universal Serial Bus thumb drives, floppies, CD/DVD, etc.) is allowed by First 5 California, all electronic files stored on the removable media storage device used to store First 5 California information shall be encrypted using a commercial third-party encryption software. The encryption software shall meet the National Institute of Standards and Technology Advanced Encryption Standard. Information stored on approved removable storage devices shall not be copied to any unencrypted computer (i.e., desktop or laptop).
- 11.1.4 All work products and deliverables shall be stored on the First 5 California local area network (LAN) storage devices at all times. The most current version of all work products and deliverables must be continuously available for state review at all times.
- 11.1.5 The Vendor shall designate a Project Representative to whom all project communications are addressed and who has the authority

to act on all aspects of the services. This person will review the Purchase Order and associated contract documents with the First 5 California Contract Manager or their designee to ensure understanding of the responsibilities of both parties.

- 11.1.6 The Vendor shall assign a Project Representative responsible for the overall technical support effort. This may be the same individual designated in 11.1.5.
- 11.1.7 The Vendor shall comply with all applicable First 5 California policies and procedures, including, but not limited to, the First 5 California Office guidelines.
- 11.1.8 Prior to expiration of the Purchase Order, the Vendor shall return all First 5 California property, including security access key(s).
- 11.1.9 The Vendor shall provide cellular telephones and pagers for Vendor staff, where applicable.

11.2 First 5 California Responsibilities

- 11.2.1 The First 5 California Contract Manager shall designate a person to whom all Vendor communications will be addressed and who has the authority to act on all aspects of the services. This person will review the Purchase Order and associated documents with the Vendor to ensure understanding of the responsibilities of both parties.
- 11.2.2 First 5 California shall provide information regarding its business structure as required by the Vendor to provide the services under this contract. First 5 California will provide information as required by the Vendor to perform its responsibilities, including previous assessments, and schedule the availability of First 5 California staff and stakeholders for interviews as required by the Vendor.
- 11.2.3 First 5 California will provide timely review and approval of the Vendor's information and documentation provided by the Vendor in order for the Vendor to perform its obligations under this Purchase Order.

11.2.4 First 5 California personnel, other Vendor staff, and other subcontractor staff, within the scope of this project, will be available for interviews by the Vendor's staff assigned to this contract.

12. AGREEMENT PERFORMANCE

First 5 California shall be the final judge of the acceptability of all work performed and all work products produced by the Vendor as a result of this Purchase Order and associated IT-CMAS Agreement. Should the work performed or the products produced by the Vendor be deemed unacceptable by the First 5 California Contract Manager, the following resolution process shall be employed except as superseded by other binding processes:

- First 5 California shall notify the Vendor in writing, within 15 business days after receipt of a deliverable or after completion of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Vendor.
- The Vendor shall, within five (5) business days after initial problem notification, respond to the First 5 California Contract Manager by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Vendor to respond to the First 5 California Contract Manager's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Vendor for all work accepted prior to termination.
- First 5 California, within five (5) business days after receipt of the Vendor-detailed explanation and/or proposed corrective action plan, notify the Vendor in writing whether it accepts or rejects the explanation and/or plan. If the First 5 California Contract Manager rejects the explanation and/or plan, the Vendor shall submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Vendor to respond to the First 5 California notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Vendor for all work accepted prior to termination.
- First 5 California shall, within three (3) business days of receipt of the revised corrective action plan, notify the Vendor in writing whether it

accepts or rejects the revised corrective action plan proposed by the Vendor. Rejection of the revised corrective action plan shall result in immediate contract termination. In the event of such termination, First 5 California shall pay all amounts due to the Vendor for all work accepted prior to termination.

13. CONTRACTOR PARAMETERS

First 5 California shall not reimburse for any expenses incurred by the Vendor outside the approved SOW and in accordance with this contract.

The Vendor shall provide the services described in the Purchase Order, at a minimum during normal state business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), with the exception of state holidays, and at all other times as required to successfully provide the IT Consulting Services described by this contract.

First 5 California may terminate the contract by providing 30 calendar days written notice to the Vendor. In the event of such termination, First 5 California shall pay all amounts due to the Vendor for all work accepted prior to termination.

14. CONFIDENTIALITY AND NON-DEBARMENT

In addition to the terms and conditions of the IT-CMAS Agreement pertaining to confidentiality and non-debarment, the Vendor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by First 5 California to successfully provide the services described in the contract.

15. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to First 5 California's attention. Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the First 5 California Contract Manager in charge shall determine the level of severity, and notify the appropriate First 5 California personnel. The First 5 California personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. First 5 California personnel include, but are not limited to, the following:

- First level, the First 5 California Contract Manager
- Second level, the First 5 California Chief Deputy Director

16. SUBCONTRACTORS

The Vendor may, with the approval of the First 5 California Contract Manager, enter into subcontracts with third parties for the performance of any part of the Vendor's duties and obligations. Any such First 5 California approval may be rescinded for reasonable cause. The Vendor is responsible and liable for the proper performance of and the quality of any work performed by any and all subcontractors. First 5 California reserves the right to reject or refuse admission to any subcontractor personnel whose workmanship, in the reasonable judgment of First 5 California, is deemed to be substandard. In no event shall the existence of a subcontract operate to release or reduce the liability of the Vendor to First 5 California for any breach in performance of the Contractor's duties.

The Vendor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of the contract and associated CMAS shall include a provision that the subcontractor shall abide by the terms and conditions of the Purchase Order and associated CMAS, as well as all other applicable federal and state laws, rules, and regulations pertinent hereto that have been or may hereafter be established. Also, the Vendor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless First 5 California to the same extent as provided in the CMAS. Any Agreement between the Vendor and its subcontractors shall require the subcontractors to adhere to the same performance standards and other standards required of the Vendor.

17. LOBBYING, POLITICAL ACTIVITIES, AND POLITICIANS

A. The Vendor shall not use contract funds for direct or indirect lobbying.

- (1) Direct lobbying, for the purposes of this purchase order, is defined as any explicit attempt to promote a 'yes' or 'no' vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
- (2) Indirect lobbying, for the purposes of this contract, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a 'yes' or 'no' vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.

- B. The Vendor shall not use contract funds to promote a 'yes' or 'no' vote on a ballot measure.
- C. The Vendor shall not use contract funds to promote, directly or indirectly, any candidate for an elective public office.
- D. The Vendor and its subcontractors shall not feature the image or voice of any elected public official or candidate for public office, nor shall the Vendor and its subcontractors directly represent the views of any elected public official or candidate for public office, in any work generated by this Agreement.

18. VENDOR NAME CHANGE

Vendor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Vendor's current legal name.

19. INSURANCE

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this contract. Prior to approval of this purchase order and before performing any work, Vendor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Vendor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Vendor and any subcontractor is insured at the minimum levels required by the State of California.

Vendor agrees that any liability insurance required in the performance of this contract shall be in effect at all times during the term of this purchase order. In the event said insurance coverage expires or is canceled during the term of this contract, Vendor's insurance provider must agree to give at least thirty (30) days prior notice to the State before said expiration date or notice of cancellation. Evidence of coverage required in the performance of this contract shall not be for less than the remainder of the term of this purchase order or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Vendor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Vendor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this purchase order and to seek any other remedies afforded by the laws of the State of California.

For all companies and/or businesses and individual providers, the Vendor hereby represents and warrants that the Vendor is currently and shall be, for the duration of this contract, at Vendor's expense insured against:

Commercial General Liability - Provider agrees to carry a minimum of \$1,000,000 per occurrence for bodily injury and property damage liability combined (not required if medical services are provided at the institution).

The certificate of insurance must include the following provisions:

- The insurer will not cancel the insured's coverage without 30 days prior written notice to the State. First 5 California must be named as the "Certificate Holder" and list the following:

State of California
First 5 California
2389 Gateway Oaks Drive, Suite 260
Sacramento, CA 95833

Place the language as stated below in the "Description of Operations/ Locations/Vehicles/ Special Items" section:

- The State of California, its officers, agents, employees, and servants are hereby named as additional insured but only with respect to work performed for the State of California.

Auto Liability – By signing this purchase order, the Vendor certifies that the Vendor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

Workers' Compensation – Vendor hereby represents and warrants that Vendor is currently and shall, for the duration of this purchase order, carry workers' compensation insurance, at Vendor's expenses, or that it is self-insured through a policy acceptable to First 5 California, for all of its employees who will be engaged in the performance of this contract. Such coverage will be a condition of First 5 California's obligation to pay for services provided under this purchase order.

Prior to approval of this contract and before performing any work, Vendor shall furnish to the State evidence of valid workers' compensation coverage. Vendor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Vendor agrees to give at least thirty (30) days prior notice to First 5 California before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the

remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Vendor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Vendor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

20. OWNERSHIP OF PRODUCTS

Notwithstanding whether or not it may be the subject of a patent or a copyright and or whether or not it is tangible or intangible or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this Agreement shall immediately become the sole and complete property of the State upon their creation.

ATTACHMENT II-A

Staffing Plan Detail Table

Offeror Name: _____

The Staffing Plan Detail Table lists proposed staff for all tasks associated with this contract. Expand the table as needed. These tables are used to determine the labor cost of the contract and when substituting personnel only.

Proposed Staff Name	Sub-contractor Y/N	IT-CMAS Classification	CMAS Hourly Rate	Estimated Number of Hours		Total Estimated Costs ¹
				FY 11/12	FY 12/13	
						\$
						\$
						\$
						\$
All other costs, including travel, as allowed and approved by First 5 California						\$12,000.00
Total Project Costs						\$

¹Total Estimated Costs = CMAS Hourly Rate times Number of Hours

Vendor shall provide a clear, legible rate in the space provided above. Failure to provide the required rate or indicate “no charge” may be cause for rejection of your offer. **Hourly rate is inclusive of all staff costs, including benefits.**

Vendor may offer a discount on invoices in order for the invoices to be paid within thirty (30) days of receipt. Discount offered must be at least one-half of one percent and a minimum of \$5.00.

Discount offered on invoices to be paid within 30 days of receipt = _____%*

*The percent of discount (highest discount prevails) may be used in the event of tie offers.